
REQUEST FOR PROPOSALS

Office Space

Located in:

_____, _____ County, Tennessee

RFP TRANSACTION NUMBER:



STATE OF TENNESSEE

Department of General Services

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Release Date: _____, 20____

1. INTRODUCTION

1.1. Statement of Procurement Purpose

The State of Tennessee, Department of General Services, hereinafter referred to as the “State” or “Tenant,” has issued this Request for Proposals (“RFP”) to define the State’s leasing requirements; solicit proposals; detail proposal requirements; and outline the State’s process for evaluating proposals and selecting office space to be leased in the location specified in this RFP.

Through this RFP, the State seeks to procure the leased space that best fits the State’s needs at the most favorable, competitive rental rates and to give ALL qualified proposers (each individually, a “Proposer” and collectively, the “Proposers”) including those that are (or are owned by) minorities, women, Tennessee service-disabled veterans, and small business enterprises, opportunity to do business with the State as lessor.

1.2. Scope of Lease, Lease Term, and Terms & Conditions

The State has a need for office space and hereby invites proposals for lease in accordance with the requirements and conditions contained in this RFP.

1.2.1 LOCATION

Within _____ County, Tennessee and within the boundaries set forth in Attachment 6.5.

1.2.2 SPACE REQUIREMENT

The initial space requirement is approximately _____ contiguous useable square feet. The State intends “contiguous” to mean space that is adjacent including floors below or above. The actual square footage will be determined by programming and space planning. Proposals with square footages having a 15% deviation (up or down) will be considered. See RFP Attachment 6.5 for further information about space requirements.

1.2.3 PARKING REQUIREMENT

Tenant desires to have safe, convenient and accessible parking. Tenant will require, as a minimum, the numbers and types of parking spaces as defined in RFP Attachment 6.5. The parking provided shall include handicap parking to meet the relevant code requirements.

1.2.4 INITIAL TERM

Tenant requests the Landlord propose a (___) year lease term, and a () year lease term.

1.2.5 TERM COMMENCEMENT

Tenant requires that the leased space be made available to the Tenant in the condition required by this RFP on _____ (Lease Commencement Date). If the leased space requires construction of tenant improvements, then the Lease Term will commence on the latter of the Lease Commencement Date or thirty (30) days after substantial completion of the tenant improvements and a certificate of occupancy for the Premises is issued as long as the substantial completion date occurs on or before the date set forth in the schedule of events in RFP Section 2, Schedule of Events.

1.2.6 TERMS AND CONDITIONS

The RFP Attachment 6.4., Standard Form of Lease including Exhibits, details the State’s desired terms and conditions and substantially represents the lease that the successful Proposer must sign. In order to submit a Proposal on the State’s desired Terms and Conditions, the cost proposal response in RFP Attachment 6.2, Section B – Cost Proposal, must be filled out in its entirety and exactly as requested.

However, the State is willing to consider alternative terms and conditions to those set forth in the Standard Form of Lease including Exhibits (see RFP Attachment 6.4). Any proposed alterations to the Standard Form of Lease on which the Proposer is basing an alternative proposal, shall be

RFP Transaction No. _____

identified as a red-line document of the RFP Attachment 6.4, Standard Form of Lease, including its Exhibits, in conjunction with a corresponding red-line document of the proposal response in RFP Attachment 6.2, Section B – Cost Proposal. **While the State is willing to consider alternative terms and conditions, the State has no obligation to consider or to agree to any proposed alterations to the Standard Form of Lease (RFP Attachment 6.4).** Proposers may suggest Proposed Alternative Terms, such as variations on the following items (this list is intended to be representative and not exhaustive):

- Lease term
- Termination Options and terms related thereto
- Operating Expenses (ex. utilities, janitorial, maintenance and repairs, taxes, etc.)

See RFP Section 3.1.2 for instructions on how to submit Proposed Alternative Terms.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a lease pursuant to this RFP or in the employment practices of the lessor under such lease, on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The successful Proposer pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP TRANSACTION NUMBER _____

- 1.4.2. **Unauthorized contact about this RFP with employees, officials, or consultants of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Potential Proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator during the proposal process:

Department of General Services
c/o
William R. Snodgrass Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone:
Email:

1.4.2.2. After evaluation of Proposals and during any subsequent discussions, Responsible and Responsive Proposers must direct communications to the following person designated as the State's authorized broker (the "Broker"), provided, however, that all such discussions are non-binding, and all final decisions shall be made by the State:

Jones Lang LaSalle Americas, Inc.

c/o

William R. Snodgrass Tennessee Tower, 24nd Floor

312 Rosa L. Parks Avenue

Nashville, TN 37243

Phone:

Email: ******RFP Section 1.4.2.2. will only be used if JLL is the State's broker******

1.4.2.3. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Department of General Services

c/o

William R. Snodgrass Tennessee Tower, 22nd Floor

312 Rosa L. Parks Avenue

Nashville, TN 37243

Email:

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. All oral communications of any type will be unofficial and non-binding.
- 1.4.4. Proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Questions and Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential Proposers from whom the State has received a Notice of Intent to Propose (RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information; however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. Assistance to Proposers With a Handicap or Disability

Potential proposers with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

- 1.6.1. Each Proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.5., Standard Form of Lease including Exhibits, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions and Comments").
- 1.6.2. Any Proposer having Questions and Comments concerning this RFP must provide such in writing to the State no later than the Written Questions and Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection known to the Proposer, or which should have been known to the Proposer, prior to the Written Questions and Comments Deadline shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions and Comments Deadline.

1.7. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers are requested to submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. The proposal must respond, as required, to this RFP (including its attachments), as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. SCHEDULE OF EVENTS

2.1. RFP Schedule of Events

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Advertised		Day 0
2. Disability Accommodation Request Deadline		+ 2 work days
3. Notice of Intent to Propose		+ 4 work days
4. Written "Questions & Comments" Deadline		+ 4 work days
5. State Response to Written "Questions & Comments"		+ 8 work days
6. Proposal Deadline		+ 15 work days
7. State Opening of Proposals		+ 21 work days
8. State Evaluation of Proposals and Initial Negotiations		+ 25 work days
9. State Completion of Negotiations and Cost Proposal Evaluations		+ 40 work days
10. State Notice of Intent to Award Issued <u>and</u> RFP Files Opened for Public Inspection		Day 0
11. Executive Sub Committee of the State Building Commission Approval Sought (If lease term is greater than 5 years or annual rent is greater than \$150,000)		Day 0 but at least 10 days after Notice Intent to Award
12. Lease is circulated to successful Proposer for signature		+ 6 work days
13. Lease Signature Deadline		+ 12 work days
14. Substantial completion date and Certificate of Occupancy, if applicable		Specific to each project
15. Lease Commencement/Occupancy Date		Specific to each project

- 2.2** The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary. Any adjustment of the Schedule of Events except for changes to the Lease Commencement/Occupancy Date agreed to with the Best Evaluated Proposer shall constitute an RFP amendment, and the State will communicate such to Proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7). or a proposal.

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of a Mandatory Requirements (including any supporting documentation) and separately sealed Cost proposal(s). As more particularly expressed in RFP Section 3.1.2 below, a Proposer may provide more than one Cost proposal.

- 3.1.1. **Mandatory Requirements**. The RFP Attachment 6.2.A., Mandatory Requirements, requires that the Proposer provide certain information and documents.

NOTICE: Mandatory Requirements should not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) references to “free parking” are included in any part of the Mandatory Requirements Proposal, the State may deem the proposal to be non-responsive and reject it

3.1.1.1. A Proposer must duplicate and use RFP Attachment 6.2.A., completed with proposal page numbers, to cover (as a table of contents), organize, reference, and complete the Mandatory Requirements portion of the proposal.

3.1.1.2. All information and documentation included within a proposal must address a specific requirement of RFP Attachment 6.2.A. and must be clearly referenced. The State will deem any information not meeting these criteria to be extraneous and will not review it.

3.1.1.3. A Proposer must sign and date the Mandatory Requirements.

- 3.1.2. **Cost Proposal**. The RFP Attachment 6.2.B. Cost Proposal may be submitted in one or both of the following forms: A Cost Proposal for the State’s desired Terms and Conditions (“Base Cost Proposal”) and/or one or more Cost Proposals with proposed Alternative Terms (“Alternate Cost Proposal”).

NOTICE: If a proposer fails to submit a Base or Alternate Cost Proposal exactly as required, the State may deem the proposal to be non-responsive and reject it. Additionally, the State has no obligation to consider or agree to an Alternative Cost Proposal or any of the terms therein.

3.1.2.1. A Base Cost Proposal must be submitted on an exact duplicate of the RFP Attachment 6.2.B., Cost Proposal.

3.1.2.1.1 The Base Cost Proposal shall incorporate ALL costs for services under the lease for the total lease term.

3.1.2.1.2 A Proposer must sign and date the Base Cost Proposal.

3.1.2.2 An Alternate Cost proposal should be submitted with a red-line modification of the RFP Attachment 6.2.B., Cost Proposal and a red-line modification of RFP Attachment 6.4, Standard Form of Lease including all Exhibits, if applicable.

3.1.2.2.1 In the event that an Alternate Cost Proposal includes or is based on alternate Terms and Conditions, those must be clearly stipulated in the form of a red-line modification of the RFP Attachment 6.4, Standard Form of Lease including all Exhibits.

3.1.2.2.2 Each Alternate Cost Proposal shall incorporate ALL costs for services proposed under the lease for the proposed lease term.

3.1.2.2.3 Each Alternate Cost Proposal shall be clearly marked as an alternate proposal and must be specific, address all necessary terms, and be concise.

3.1.2.2.4 A proposer must sign and date each Alternate Cost Proposal.

3.1.2.2.5. If a proposer submits a Base Cost Proposal and an Alternate Cost Proposal, each proposal must be in separately sealed envelopes. The sealed envelopes must be clearly marked and labeled: **“RFP TRANSACTION # [RFP NUMBER] BASE COST PROPOSAL”** and **“RFP TRANSACTION # [RFP NUMBER] ALTERNATE COST PROPOSAL”**. The cost proposals shall be included with the submission of documents as required by section 3.3.3.

3.2. STATEMENT OF FINANCIAL INTERESTS

It is a requirement of Tennessee Code Annotated Section 12-2-114 that a statement listing the names of any and all persons financially interested in the proposed space be contained in the Lease Proposal. This requirement includes the interests of the owner/agent, any lienholders or any known future purchasers or lienholders. This information is to be provided in RFP Attachment 6.2.A., Mandatory Requirements.

3.3. SUBMISSION OF PROPOSALS

A Proposer must deliver a proposal in response to this RFP as detailed below. The State may not accept a proposal delivered by any other method. Each Proposal should include a Proposal Package Cover Sheet in the form of RFP Attachment 6.1.1, which shall reference any amendments to the RFP.

3.3.1. A Proposer must ensure that the original Proposal documents meet all form and content requirements detailed within this RFP for such proposals including, but not limited to, required signatures.

3.3.2. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

State of Tennessee
c/o
William R. Snodgrass Tennessee Tower, 3rd Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243
Phone:
Email:

3.3.3. A Proposer must submit original Proposal documents and digital copies in separately sealed envelopes or packages as specified below.

3.3.3.1 One (1) original of the Proposal paper document must be placed in a sealed package labeled: **“RFP TRANSACTION # [RFP NUMBER] PROPOSAL ORIGINAL”**

and one (1) copy of the Proposal in the form of one (1) digital document in **“PDF”** format properly recorded on an otherwise blank, standard file storage medium such as a CD or flash drive in a sealed package labeled: **“RFP TRANSACTION # [RFP NUMBER] PROPOSAL DIGITAL COPY”**

The separately sealed Original document and the Digital Copy document may be placed in a larger sealed package for delivery to the State labeled: “RFP TRANSACTION # [RFP NUMBER] PROPOSAL ORIGINAL AND PROPOSAL DIGITAL COPY”

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.4 Proposal & Proposer Prohibitions

- 3.4.1. A Proposal must not result from any collusion between Proposers. The State will reject any Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or lease termination.
- 3.4.2. A Proposer shall not provide, for consideration in this RFP process or subsequent lease negotiations, if any, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State may deem the Proposer's proposal non-responsive and reject it.
- 3.4.3. A Proposer shall not be (and the State will not award a lease to):
- a. an individual who is, or within the past six months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or in any manner superintends the services being procured in this RFP;
 - b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
 - c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP Section 3.4.3., the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid, but the term "employee of the State of Tennessee" shall not include individuals performing volunteer services for the State of Tennessee.

3.5. Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.6. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

NOTICE: If a Proposer fails to submit a Proposal exactly as required, the State may deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL LEASING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it will negatively impact the ability of potential proposers to meet the Proposal Deadline and will revise the RFP Section 2, Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (RFP Section 1.7). A proposer must respond, as required, to the final RFP (including all attachments and amendments).

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP.

4.4. Disclosure of Proposal Contents

4.4.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this ownership right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.4.2. The State will hold all proposal information in confidence during the evaluation process.

4.4.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice or Notice of Intent to Award as applicable, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.5. Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & LEASE AWARD

5.1. Evaluation Process

The proposal evaluation process is designed to identify the Responsive and Responsible Proposer offering the lowest net present value of the total cost to the Tenant for the term of the Lease as defined in 5.1.2. The term "Responsive" means a person or entity which has submitted a proposal which conforms in all material respects to the RFP. The term "Responsible" means a person or entity which has the capacity in all material respects to perform fully the Lease requirements, and the integrity and reliability that will assure good faith performance.

5.1.1. Mandatory Requirements Evaluation.

The RFP Coordinator will review each Mandatory Requirements response to determine compliance with RFP Attachment 6.2.A., Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the RFP Coordinator shall seek the advice of an attorney on the staff of the Department of General Services who will review the proposal and document his/her determination of whether:

- a. the proposal adequately meets requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or,
- c. the State will determine the proposal non-responsive to the RFP and reject it.

5.1.2. **Cost Proposal Evaluation.** After review under RFP Section 5.1.1. above, the RFP Coordinator will review the Base and/or Alternate Cost Proposal submitted by each apparently Responsive and Responsible Proposer. The RFP Coordinator will assess whether each Cost proposal complies with RFP requirements without qualification. The RFP Coordinator will document, in writing, any determination (and the specific reasons therefore) that a Cost proposal is non-compliant with requirements such that the Proposer is non-responsive to the RFP. The State will then evaluate each Cost proposal based on the net present value of the effective annual cost to the State over the term of the lease after evaluation of the initial proposal and each round of negotiations, if any. The effective annual cost shall include the annual base rent, estimates of additional rent such as pass through of operating expenses and estimates of any deficiency in Landlord's Delivery Requirements as defined in RFP Attachment 6.3., costs associated with any Landlord services not included in the base rent, any parking costs, and other cost factors disclosed in the RFP that are determined by the State to be applicable to the requirements, including the discount rate applied to determine the net present value. Upon completion of the analysis, the RFP Coordinator will complete the Cost Proposal Score in accordance with the RFP Attachment 6.2.B., Cost Proposal.

5.2. Proposal Negotiation

The State may elect to negotiate by requesting revised Cost Proposals and other supplemental materials from apparently Responsive and Responsible Proposers. However, the State reserves the right to award a lease on the basis of initial proposals received. Accordingly, each proposal should contain the Proposer's best rental rate and terms. If the State elects to negotiate, it will do so in accordance with the Real Estate Asset Management Lease Communications and Negotiations Policy as approved by the State Building Commission.

5.3. Lease Award Process

- 5.3.1 After the evaluation process and any Negotiations are complete, the RFP Coordinator will forward the Cost Proposal Scores in the form of RFP Attachment 6.2.B. to the proper officials of the Department of General Services (DGS) who will consider the same to determine which Proposal should be accepted. The Commissioner of DGS shall issue a Notice of Intent to Award the lease to all Proposers.
- 5.3.2 Upon issuance of the Notice of Intent to Award, the State will make the RFP files available for public inspection.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

- 5.3.3. The Proposer identified in the Notice of Intent to Award must sign a lease drawn by the State pursuant to this RFP. The lease shall be substantially the same as the RFP Attachment 6.4., Standard Form of Lease including Exhibits except as modified by the State after taking into account the results of the negotiations, if any. The Proposer must sign the lease no later than Lease Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed lease by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.4 RFP Files Open

The State will make the RFP files available for public inspection on the date specified in the RFP Section 2, Schedule of Events. The files will remain open for public review from that date.

5.5. Protest Process

Any protests or appeals of protests pursuant to this RFP or the Notice of Intent to Award shall be handled in accordance with State Building Commission By-laws, Policy and Procedure Item 18.

5.6. Lease Approval and Lease Payments

- 5.6.1. This RFP and its proposer selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a lease award shall commence only after the lease is signed by the State and the Proposer and after the lease is approved by all other State officials as required by applicable laws and regulations.
- 5.6.2. No payment will be obligated or made until the relevant lease is approved as required by applicable statutes and rules of the State of Tennessee.

RFP ATTACHMENT 6.1.1.

Proposal Package Cover Sheet - Office Space

Located in:

_____, _____ County, Tennessee

RFP TRANSACTION NUMBER: _____

STATE OF TENNESSEE

Department of General Services

Proposer Identification:

Proposer: _____

Address: _____

Signature: _____ **Date:** _____

Printed Name and Title : _____

Proposer Legal Entity Name: _____

Proposer Federal ID Number or S.S. Number: _____

RFP ATTACHMENT 6.1.2.

PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Proposal (as required by RFP Attachment 6.2., Mandatory Requirements, Section A, Item A.2.). **The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:**

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will perform pursuant to the terms of the lease agreed to by the parties, if applicable, for the total lease term.
3. The Proposer will comply with:
 - (a) the laws of the State of Tennessee
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
4. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
5. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
6. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting lease.
7. The proposal submitted in response to the RFP shall remain valid for at least 90 days subsequent to the date of the Proposal opening and thereafter in accordance with any lease entered into pursuant to the RFP. I acknowledge that _____ ("Broker") shall have the right to collect a lease commission from the landlord entering into a lease with the State pursuant to this RFP; provided no such lease commission shall exceed _____ of the total rents to be paid or received by such landlord from the date of a fully executed and approved lease for the term of a new lease. Any such commission shall be subject to the terms of a separate agreement between the landlord and Broker.

****This item 7 will only be used if the State uses a Broker****

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any lease awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President or Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE: _____

PRINTED NAME AND TITLE: _____

DATE: _____

PROPOSER LEGAL ENTITY NAME: _____

PROPOSER FEDERAL ID NUMBER OR SSN: _____

RFP Transaction No. _____

RFP Attachment 6.2

PROPOSAL

Proposer legal entity name:	
Proposed building address:	
Proposer phone number and email address:	
Proposer Signature:	
Print - Name, Title and Date:	

SECTION A—MANDATORY REQUIREMENTS

The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

Proposal Page # (Proposer completes)	Item Ref.	Mandatory Requirements	Pass/Fail (State Use ONLY)
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
	A.1	The space offered is identified and described as follows (<u>Address of proposed space should be the 911 Emergency Address</u>): Name of Building _____ Street Address _____ City _____ State _____ Zip Code _____	
	A.2.	<u>Statement of Certifications and Assurances:</u> Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.2.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting lease. The document must be signed without exception or qualification.	
	A.3.	<u>Conflict of Interest:</u> Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the lease has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	

Proposer legal entity name:			
Proposed building address:			
Proposal Page # (Proposer completes)	Item Ref.	Mandatory Requirements	Pass/Fail (State Use ONLY)
	A.4.	Provide office Square Footage as described in RFP Section 1.2.2.	
	A.5.	Provide Site Location and Access Maps.	
	A.6.	Provide drawings of the proposed premises (ex. as built, CADD).	
	A.7.	Provide photographs: a building elevation, the primary entrance lobby, and at least one as-is photo of each floor proposed.	
	A.8.	The State's desired location is listed in RFP Section 1.2.1. Please confirm that the building meets this requirement.	
	A.9.	<p>Financial Interest Parties: As required by T.C.A.12-2-114, the names of any and all persons financially interested in the Lease are as follows:</p> <p>Name _____</p> <p>Telephone Number _____</p> <p>Address _____</p> <p>_____</p> <p>Name _____</p> <p>Telephone Number _____</p> <p>Address _____</p> <p>_____</p> <p>Name _____</p> <p>Telephone Number _____</p> <p>Address _____</p> <p>_____</p> <p>Name _____</p> <p>Telephone Number _____</p> <p>Address _____</p> <p>_____</p> <p>THIS SECTION MUST BE COMPLETED</p>	
State Use – RFP Coordinator Signature, Printed Name & Date:			

Proposer legal entity name:	
Proposed building address:	

SECTION B — COST PROPOSAL

Note: Proposer must answer each question as set forth in this Cost Proposal section. Any spaces not answered shall be considered intentionally left blank.

1. **Rental Rate:** Please use the table below to propose your rental rate(s). The State desires to have a full service rental rate with no pass through of operating expenses. Any base rental rate escalations should be fixed escalations rather than indexed escalations. Please quote all rental rates on a per rentable square foot basis. Any adjustments to the base rental rates (such as free rent) should be reflected in the table.

Complete the table below to indicate the rental rate the Proposer is willing to offer the State for the following:

(1) Five (5) year term and Ten (10) year term

(2) Cost for Proposal A (With termination for convenience) and Proposal B (Without termination for convenience)

Proposal A:

- Termination Rights— The State may terminate the Lease for convenience or for cause, as described in Block 6 on the cover page to the Lease and in Paragraph 6 of Exhibit A to the Lease.

Proposal B:

- Termination Rights—The State may terminate the Lease for cause as described in Paragraph 6 of Exhibit A to the Lease.

Five Year Term

<u>Rate/RSF</u>	<u>Proposal A</u>	<u>Proposal B</u>
	With Termination for Convenience	Without Termination for Convenience
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

Ten Year Term

<u>Rate/RSF</u>	<u>Proposal A</u>	<u>Proposal B</u>
	With Termination for Convenience	Without Termination for Convenience
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

Proposer legal entity name:	
Proposed building address:	

2. Parking

(See RFP Section 1.2.3)

Please include a description of the type of parking that is included in your Proposal by completing the chart set forth below. All costs associated with providing parking under this Lease should be included in the rental rates set forth in Cost Proposal Section 1 above; however, if the cost of parking is **not** included in the rental rate set forth in Cost Proposal Section 1 above, then a cost per space should be included in the chart below.

Type	Proposed No. of Spaces	Cost per Space (if not in rental rate set forth above)
Covered Reserved Spaces		
Covered Unreserved Spaces		
Surface Reserved Spaces		
Surface Unreserved Spaces		
Total		

EVALUATION COST AMOUNT:

The RFP Coordinator will insert the numerical result of the State's calculation of the Net Present Value of the Effective Annual Cost.
Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.

--

State Use – RFP Coordinator Signature, Printed Name & Date:

--

RFP Attachment 6.3.

Landlord's Delivery Requirements

I. General

- A. This exhibit specifies base building elements that shall be provided by the Landlord at the Landlord's expense.
- B. The Base Building shall be designed to meet all applicable minimum code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- C. The Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

II. Site

- A. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Premises. Landlord shall maintain the site improvements over the term of the Lease.
- B. Landlord shall provide parking facilities in quantities as required within this RFP and shall meet all code requirements for handicap accessible parking. Such parking facilities shall be in provided and kept in good repair, with traffic marking, striping, and appropriate signage provided for way-finding and in such manner as to meet all applicable codes and ordinances.

III. Structure

- A. The building structure shall meet all applicable code requirements. Floor to floor heights will allow for a minimum finished ceiling height of 9'-0" within Tenant's space. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- B. The building foundation will satisfy minimum code requirements for allowable total and differential settlement. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.
- C. Building slabs shall comply with the following floor flatness and floor levelness standards:
 - Specified Overall Value: F(F)-35/F(L)-25
 - Minimum Local Value: F(F)-20/F(L)-15

IV. Building Skin and Roof.

- A. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight. The building skin and roof shall be sufficiently weather tight to prevent weather damage to Tenant Improvements, and to Tenant's furniture, fixtures, equipment and other property.
- B. The exterior building perimeter, roof, and foundation shall be insulated in accordance with energy code requirements.
- C. The interior face of all non-glazed exterior walls in Tenant and common spaces shall be insulated to energy code requirements and covered with gypsum wallboard. The gypsum wallboard shall be taped, blocked and finish sanded. In addition, all columns within the tenant spaces will be covered with gypsum wall board, taped, blocked and finish sanded.

V. Building Common Areas.

- A. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- B. Men and women's rest rooms shall be located on each floor per code requirements. Restrooms shall meet ADA requirements. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. Toilet fixtures shall be wall-hung. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Premises.
- C. Exit stairways shall be provided on each floor per code and ADA requirements. Stairways shall be complete with lighting, handrails, treads and risers, doors and hardware, emergency lights, and exit signs.
- D. Passenger and service elevators shall serve each Tenant floor not having ground level access and be in good working order. Elevators shall meet ADA requirements.
- E. Common areas will be finished per code requirements, complete with all floor, wall, and ceiling finishes, lighting, emergency lights, and exit signs.
- F. Landlord shall provide at Landlord's expense no less than two (2), 4" diameter, vertically-aligned conduit sleeves in common area mechanical spaces for Tenant's use in common with other tenants of the Building to feed voice, video, and data cable risers. Conduit sleeve shall penetrate the roof to allow Tenant to service Tenant supplied and installed roof mounted antenna systems. Conduit shall terminate in building Main Telephone Room to allow Tenant to connect to the building main telephone service.

VI. Common Walls.

- A. Base building shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. Common walls shall meet fire code requirements. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on tenant side of Common Walls and demising walls prior to Tenant finishes being installed. Common walls adjacent to or below fan rooms, toilets, retail areas, and mechanical spaces shall be constructed to ensure the following acoustical performance criteria: Sound Transmission Class (STC) greater than or equal to fifty (50). All other common walls shall be constructed to ensure an acoustical performance criteria greater than or equal to STC-40.
- B. Common walls shall include entry and exit doors from common areas per applicable codes and regulations furnished and installed by Landlord. Doors in firewalls shall meet code requirements and regulations. Doors and hardware shall be building standard or better. Doors shall be completely functional and include hinges, lever sets, closers, doorstops, and other hardware. Doors and hardware shall comply with ADA requirements. The Tenant shall approve the location of all entry and exit doors to the Tenant space, but such approval shall be according to all safety codes.

VII. Fire Protection and Life Safety Systems.

- A. The base building shall include a fully functioning, approved, automatic fire protection system installed in accordance with applicable codes and regulations. The fire protection system will be installed complete, including all mains, risers, pumps, laterals, sprinkler heads, fire extinguishers, fire extinguisher cabinets, hose cabinets and hoses, backup power system, and other devices.
- B. The fire protection system shall include all control and monitoring devices, including but not limited to, annunciator panels, alarm systems, pull stations, emergency lighting, exit signs, alarms, smoke and heat detectors, tamper-proof detection devices, and other devices.
- C. The fire protection system shall be provided with emergency power as required by local codes.
- D. Landlord shall supply and install all sprinkler heads at Landlord's expense. In locations where ceiling is not provided in Base Building condition, heads shall be installed in turned-up, "warehouse" condition, or

as otherwise meets code. Modification of the sprinkler heads or of ceiling height shall be part of the Tenant Work.

VIII. Window Treatment.

The base building shall include building standard window treatments on the exterior Tenant windows.

IX. Electrical.

- A. Base building shall include electrical energy to be used in the Premises. In addition to power for building system air conditioning, building system heating, and domestic hot water. Landlord shall provide a minimum of 2 watts per square foot for lighting (277/480 volts) and 5 watts per square foot for power (120/208 volts).
- B. Landlord shall install at Landlord's expense all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each Tenant floor. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- C. Landlord at Landlord's expense shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.
- D. Landlord shall provide at Landlord's expense a lightning protection system if required by applicable codes.

X. Communications.

Landlord at Landlord's expense will bring data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

XI. Lighting.

- A. Landlord shall furnish and install lights in all common areas.
- B. Base building shall include a lighting level of at least 20 foot-candles at foot level in corridors providing ingress and egress to the Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas.
- C. Base building shall include the cost to provide electrical service to all lighting and light control devices.
- D. Landlord shall furnish and install building standard light fixtures at a ratio of 1 fixture per each 80 RSF and fully operational in Tenant space. At a minimum, fixtures shall be deep cell parabolic light fixtures or direct/indirect recessed or pendant mount fixtures.

XII. Plumbing.

- A. Landlord shall provide a minimum of two wet columns per floor with cold water, vent and sanitary tie-ins for Tenant plumbing connections.
- B. Plumbing tie-ins shall be for State's use for break room or other functions required by Tenant's program.

XIII. HVAC.

- A. Base building common areas shall include Building Standard heating, ventilation, and air conditioning systems.

- B. All HVAC for Tenant spaces shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones. The distribution shall be designed in accordance with current ASHRAE standards. All HVAC systems will be in good working order and repair.

XIV. Ceiling Grid and Tile.

Landlord shall provide building standard 2 x 2 ceiling grid and tile throughout the Tenant's space in good condition and repair and shall comply with the following requirements:

- Grid shall be 9/16"
- Ceiling tile shall be white with a smooth face, light reflectance of at least 0.83, an NRC minimum of 0.60, CAC minimum of 33, Square or beveled edge joint detail with a narrow reveal for 9/16" grid and a minimum thickness of 5/8"

XV. Building Directory.

Landlord shall provide a directory in the lobby of the building as a base building cost. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards) as a base building cost.

XVI. Keys.

Landlord shall supply Tenant sufficient keys, at a reasonable cost, to allow access to the Premises, parking areas and other common areas of the Property.

XVII. Access Control.

- A. Landlord will provide at Landlord's expense an electronically controlled card access building control system. The system will control all entry areas to the Building from elevator lobbies and the parking area. The Landlord will code each card for individual employee access. Landlord shall supply Tenant sufficient access cards, at a reasonable cost, to allow access to the Premises, parking areas (if applicable) and other common areas of the Property.
- B. Tenant may install card access to Tenant's space at suite entry locations, fire stairs with access into tenant's space and interior doors within Tenant's space compatible with the Base Building security system.

RFP Attachment 6.4.

STANDARD FORM OF LEASE
(see attached)

AGENCY:

ALLOTMENT CODE:

COST CENTER:

This Instrument Prepared By:

State of Tennessee

Real Estate Asset Management

William R. Snodgrass Tennessee Tower

22nd Floor, 312 Rosa L. Parks Avenue

Nashville, TN 37243-1102

LE NO.

NOTE: No hand written or interlineated changes to this Lease will override the printed text of this Lease.

State is Tenant

This lease document is not effective or binding unless approved in accordance with all applicable laws.

LEASE

1. Date of this Lease: _____

Name and Address of Building:

2. Tenant: **State of Tennessee**

Landlord Name and Address:

3. Leased Premises: space in the Building as identified herein and more particularly described on Exhibit B together with all Common Areas, including, without limitation, parking.

4. Rentable Square Feet: _____

5. Term of Lease: _____ year(s) and _____ month(s)

Commencement Date of Lease Term

(and of the obligations hereunder): _____

Expiration Date of Lease Term: _____

If no fixed Commencement Date is inserted, the Commencement Date shall be set pursuant to Exhibit C.

6. Termination for Convenience: Tenant may terminate this Lease at any time by giving written notice to Landlord at least _____ days prior to the date the termination becomes effective; **provided, however, that such termination shall not be effective prior to** _____.

Monthly Rental Installments Table

7. Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Rentable Square Foot
	\$	\$	\$

8. Utilities & Services:

- ☐ All utilities are included in the Monthly Rental Installments.
- ☐ The following utilities are not included in the Monthly Rental Installments: _____
- ☐ Tenant is solely responsible for payment of the following separately metered utilities: ☐ electric ☐ gas ☐ water/sewer
- ☐ Janitorial services are not included in the Monthly Rental Installments.

9. **Improvements (check any that apply):** Leasehold Improvement Allowance: \$ _____ per Rentable Square Foot

- ☐ A. Existing Space (New Tenant or Renewal) ☐ B. Landlord to build out space pursuant to Exhibit ____

10. ☐ This Lease is a sublease pursuant to that certain _____ dated effective _____ by and between _____, as landlord, and Landlord, as tenant. If not checked, this paragraph is not applicable.

11. Attached hereto and incorporated herein for all purposes are the following additional exhibits:

Exhibit A -- Lease Standard Terms and Conditions; Exhibit B -- Floor Plan;

☐ Other -- Exhibit C -- Commencement Date; ☐ Other -- Exhibit D -- Work Agreement

LANDLORD:

By: _____

Name: _____

Title: _____

TENANT: STATE OF TENNESSEE

By: _____
Robert E. Oglesby, Commissioner of Department of General Services

By: _____
Robert E. Cooper, Jr., Attorney General & Reporter
(For Form and Legality)

RFP Transaction No. _____

(Notary Acknowledgements Attached)

LANDLORD NOTARY

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be, the within named Landlord, and that he/she, executed the foregoing instrument for the purposes therein contained

Witness my hand and seal, at office in _____, Tennessee, this the ____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

[seal]

STATE OF TENNESSEE)

COUNTY OF _____)

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ of _____, the within named Landlord, and that he/she as such _____ executed the within instrument for the purposes therein contained by signing the name of the entity by himself/herself as such _____.

WITNESS my hand and seal at office in _____, Tennessee, on this the ____ day _____, 201__.

Notary Public

My Commission Expires:

TENANT NOTARY

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared ROBERT E. OGLESBY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Commissioner of the Department of General Services for the State of Tennessee, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Commissioner, Department of General Services for the State of Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this the ____ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires: _____

[seal]

EXHIBIT A

State is Tenant

NOTE: No hand written or interlineated changes to this Lease will override the printed text of this lease.

In consideration of the mutual covenants and representations set forth in the Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used in this Exhibit A shall have the meaning assigned to such terms in the Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. **DEMISE.** Upon the terms and conditions hereinafter set forth and as set forth in the Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease. Landlord represents and warrants to Tenant that Landlord is the fee simple owner of the Leased Premises and has the right to lease the Leased Premises to Tenant pursuant to the terms of the Lease. Landlord further represents and warrants to Tenant that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Leased Premises that (i) contain any pre-approval rights relating to this Lease (including any lender approval rights) which have not been secured by Landlord, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, storage and any other purpose permissible under applicable law (the "Permitted Use"). Landlord further represents and warrants to Tenant that (x) the use of the Leased Premises for the various purposes for which it is presently being used is permitted under all applicable zoning legal requirements and (y) all utilities necessary for the use of the Leased Premises for the various purposes for which it is presently being used are being supplied to the Building via publicly dedicated utility easement areas.

2. **RENT.** The Monthly Rental Installments for the Lease of the Leased Premises shall be payable in arrears on the last day of each and every month during the term hereof to Landlord at Landlord's address as set forth on the Lease, provided Landlord has submitted a completed the ACH Form (as defined below) to Tenant. Landlord shall not invoice Tenant for services until Landlord has completed this form and submitted it to Tenant. The Monthly Rental Installments shall be prorated for any partial calendar month during the Term. The Monthly Rental Installments and all other sums paid to Landlord under this Lease shall hereinafter collectively be referred to as "Rent" or "rent".

No payment shall be made by Tenant under this Lease until Tenant has received the following documentation properly completed:

1. Landlord shall complete, sign and present to Tenant an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by Tenant. By doing so, Landlord acknowledges and agrees that, once said form is received by Tenant, all payments to Landlord, under this or any other contract Landlord has with Tenant shall be made by Automated Clearing House (ACH).

2. Landlord shall complete, sign and present to Tenant a "Substitute W-9 Form" provided by Tenant. The taxpayer identification number detailed by said form must agree with Landlord's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Lease.

Landlord agrees that the Rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the term of this Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

3. LANDLORD'S OBLIGATIONS.

A. Utilities:

If utilities are included in the Monthly Rental Installments, then Landlord shall, at Landlord's expense, furnish all utilities to the Leased Premises, including electrical, gas, water and sewer, heat, ventilation, and air conditioning in capacities sufficient for the Permitted Use; provided, however, Tenant shall be responsible for telephone and data services. Electrical, gas, water and sewer, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis. Heat, ventilation and air conditioning must be provided at least during the hours of 6:00am-7:00pm, Monday through Friday; provided, however, that the temperature of the telecom closet on the Leased Premises at all times shall be maintained between 64 and 75 degrees with a relative humidity range of 30-55%. If utilities are included in the Monthly Rental Installments, then the Tenant shall reimburse the Landlord annually for the cost of utilities associated with and properly allocable to the Leased Premises in excess of \$1.75 per square foot. The Landlord shall provide the Tenant, on an annual basis at the end of each year of the term of this Lease, a detailed list of costs subject to reimbursement under this paragraph. In order for any expenses to be reimbursable hereunder by the Tenant, the costs incurred by the Landlord must

RFP Transaction No. _____

have been reasonable and necessary. The Landlord shall maintain documentation for all charges against the Tenant under this Lease. The books, records and documentation of the Landlord, insofar as they relate to reimbursement by the Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of what amounts to the final payment under this Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.

B. Maintenance

Landlord shall, at Landlord's expense, and as required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of commercial buildings, (i) the Building, including, but not limited to, the repair, maintenance and replacement of the roof, foundation and exterior and load-bearing walls; (ii) the mechanical, plumbing and electrical systems, including, but not limited to, air conditioning, heating, plumbing, wiring and piping and all filters, valves and other components; (iii) the exterior of the Building and the land upon which the Building is located, including any landscaped areas, parking areas and driveways, including, but not be limited to the following: weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, daily snow and ice removal from parking areas and entrances to the Leased Premises; (iv) elevators, if any; (v) interior of the Building and the Leased Premises, including but not limited to repair, maintenance, patching, mold, mildew, and moisture removal, and painting of the walls, floors, ceilings, carpet and other surfaces; (vi) all lighting components, including but not limited to, furnishing and replacement of electrical light bulbs, fluorescent tubes, ballasts and starters, as needed. Landlord shall also, at Landlord's expense, furnish and maintain appropriate outside trash and refuse receptacles for the disposal of trash and refuse from the Leased Premises. Furthermore, Landlord shall have maintenance personnel available to respond to routine calls within twenty four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance calls shall include, but not be limited to, situations involving HVAC, electrical, plumbing, roof leaks, utility disruptions, ingress and egress, and environmental issues. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises (the "Tenant Maintenance"), and Landlord shall hold Tenant harmless for any damage to the Leased Premises caused by the Tenant Maintenance.

C. Insurance

Landlord shall, at Landlord's expense, maintain fire and extended coverage insurance on Leased Premises, in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or the Building resulting from Landlord's negligence or matters arising for reasons beyond Tenant's control. The policies described in this Section shall name Tenant as an additional insured. Annually, Landlord shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.

D. Taxes

Landlord shall be responsible for payment of all real estate taxes assessed against the Building or land on which the Building is located, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord. Landlord, by virtue of leasing property to Tenant, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.

E. Janitorial

If janitorial services are included in the Monthly Rental Installments, Landlord shall, at Landlord's expense, provide janitorial services to the Leased Premises in accordance with the following schedule:

- i. Daily: Dust all furniture, counters, cabinets and window sills; sweep and/or vacuum all floors; empty all wastebaskets; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; replace light bulbs, tubes, ballasts and starters if necessary; and stock supplies.
- ii. Weekly: Mop all floors and dust all window blinds; and vacuum carpets, if any.
- iii. Quarterly: Strip and wax all floors, if not carpeted.
- iv. Semi-Annually: Wash all windows, window blinds, light fixtures, walls and painted surfaces and clean all carpeted areas via commercial hot water extraction or commercial chemical dry cleaning.

F. Pest Control

Landlord shall, at Landlord's expense, provide monthly interior and quarterly exterior pest extermination services. All such services shall be performed after normal business hours.

4. TENANT'S OBLIGATIONS. In addition to the said rent to be paid, Tenant also agrees to pay directly during the term of the Lease, commencing on the Commencement Date, the following items of expense as the same become due and payable:

- A. The cost of all separately metered utilities supplied to the Leased Premises.
- B. All service costs and installations of all telephone or data services.

5. IMPROVEMENTS. Tenant shall have the right during the existence of the Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under the Lease or any prior lease of the Leased Premises by Tenant shall be and remain the property of Tenant and may be removed therefrom by Tenant prior to the termination or expiration of this Lease or any renewal or extension thereof, or within a reasonable time thereafter.

6. TERMINATION FOR CAUSE. Tenant may in its sole discretion terminate this Lease at any time for any of the following causes: (a) Landlord's failure to disclose any conflict or potential conflict of interest existing at the date of this Lease or hereafter created; (b) termination or consolidation of Tenant's operations or programs housed in the Leased Premises because of loss of funding; (c) lack of funding by the appropriate Legislative Body for obligations required of Tenant under this Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of this Lease; (e) failure to comply with the assertions and promises set forth in the response to the request for proposals; (f) the availability of space in Tenant-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (g) any default by Landlord which is not adequately remedied in accordance with *Section 8* hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.

7. ENVIRONMENTAL PROVISIONS. Following due inquiry, Landlord represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Landlord will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Landlord discovers hazardous materials on the Leased Premises during the Term of this Lease, Landlord shall promptly notify Tenant.

8. DEFAULT. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of non-payment of same, or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:

- A. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may re-enter the Leased Premises with legal process and relet same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any reletting. Landlord shall make its best efforts to relet the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.
- B. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.

Except as specifically set forth herein, Landlord shall be in default of the terms of the Lease if Landlord shall commit an act of default under the terms hereof, and shall not cure such default within twenty (20) days of written notice by Tenant to Landlord of such default, or, if it is not possible to complete the cure by such time, Landlord has not commenced the cure within such 20 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Landlord hereunder, Tenant may, in addition to all rights and remedies available at law or in equity, (i) cure such default and deduct any reasonable and necessary amounts incurred by Tenant in connection therewith from the rent next due by Tenant hereunder with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease. Notwithstanding the foregoing, in the event that Tenant is unable, in its reasonable judgment, to operate in the Leased Premises as a result of the failure by Landlord to satisfy its obligations pursuant to Section 3 hereof (A) for a period of more than forty eight (48) consecutive hours, then the rent shall abate during the entire period of the disruption and Tenant shall have the right to terminate the Lease in the event Landlord remains unable to satisfy its obligations pursuant to Section 3 hereof for a period of more than ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.

9. **END OF TERM.** At the termination of this Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term of this Lease, Tenant shall pay rent at the then-current rate for rent as set forth in the Lease, on a monthly basis and the Term of this Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of this Lease, Landlord and Tenant shall each have the right to terminate this Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.

10. **MISCELLANEOUS.** The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Landlord and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators. Landlord has provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises; such list shall be immediately revised in the event of a transfer of any such interest. The Lease Proposal Package from which this lease originated and the Landlord's response to the Lease Proposal Package (collectively, the "Proposal Package") is hereby incorporated in the Lease; provided, however, that in the event of any conflict between the terms of the Proposal Package and the Lease, the terms of the Lease shall control.

11. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.

12. **NOTICES.** Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 22nd Floor, Nashville, Tennessee 37243.

13. **QUIET ENJOYMENT.** Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.

RFP Transaction No. _____

14. **SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE.** Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any Lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.

15. **APPROVALS.** Neither this Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate State officials and the State Building Commission, if applicable has been obtained.

16. **COMPLIANCE WITH LAWS.** Landlord represents and warrants to Tenant that as of the date of execution of this Lease, the Building complies with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.

17. **FORCE MAJEURE.** With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under this Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, this Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of this Lease shall in no way be affected, impaired, or excused.

18. **RECORDS RETENTION.** Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of three (3) full years from the date of what amounts to the final payment under this Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.

19. **SPACE AUDIT.** Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements. Tenant shall use the current Building Owner's and Manager's Association standards of measurements for either single or multi-tenant occupancy, whichever is applicable.

20. **COMMON AREAS.** During the Term of the Lease, Landlord agrees that Tenant and its employees, agents, invitees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Except for repairs, maintenance and replacements required under this Lease, Landlord shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks or hallways providing access to or from the Leased Premises. Landlord represents and warrants to Tenant that the Common Areas include all areas which are necessary for the use of the Leased Premises for its current use. As used herein, "Common Areas" means all portions of the Building intended for the general use or benefit of tenants or owners of the Building, and their employees, agents, and visitors, including, without limitation, all entrances, common corridors, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks and driveways.

21. **EXHIBITS.** State and Landlord shall execute any necessary agreements the forms of which are attached hereto as contemporaneous with the Lease.

22. SIGNAGE. At Tenant's sole cost and expense, Tenant shall have the right to install signage on the building, and/or on a new or existing monument sign, and to install directional signage on the site. Signage rights shall be subject to applicable local codes, and to the Landlord's reasonable approval which shall not be unreasonably withheld, conditioned or delayed.

**EXHIBIT B
FLOOR PLAN**

See attached

**EXHIBIT C
COMMENCEMENT DATE**

Commencement Date Agreement

RE: Lease dated as of _____, by and between _____, as
Landlord, and the State of Tennessee, as Tenant.

Dear _____:

In accordance with 1.2.5 of the RFP, the Lease Term will commence on the latter of Lease Commencement Date or thirty (30) days after substantial completion of the Tenant Improvements and a certificate of occupancy for the Premises is issued.

Pursuant to the terms of the above captioned Lease, please be advised as follows:

1. The Commencement Date of the Lease Term is the ____ day of _____, 20____, and the Expiration Date of the Lease Term is the ____ day of _____, _____, subject however to the terms and provisions of the Lease.
2. Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.
3. The Leased Premises contain _____ Useable Square Feet and _____ Rentable Square Feet. Parties shall promptly enter into an Amendment to Lease reflecting revised Annual Rent and Monthly Rental Installments.

LANDLORD

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: _____

Title: _____

RFP Transaction No. _____

**EXHIBIT D
WORK AGREEMENT**

THIS WORK AGREEMENT (the "Agreement") is executed and delivered as of the ____ day of _____, 2013, by _____ ("Landlord") and The State of Tennessee ("State").

WITNESSETH:

WHEREAS, contemporaneous with this Agreement Landlord and State entered into that certain Lease (the "Lease") pursuant to which State shall lease from Landlord certain space (the "Premises") as more particularly described in the Lease; and

WHEREAS, it is a condition to the commencement of the Lease that Landlord cause improvements to be made to the Premises (the "Tenant Improvements") in accordance with plans and specifications to be provided by State;

WHEREAS, the parties desire to describe the terms and conditions that must be met before the Lease may commence.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and State agree as follows:

1. No later than _____, Landlord shall cause the Premises to be put in the condition set forth on Exhibit E hereto (the "Landlord's Delivery Requirements").

2. No later than _____ (the "Delivery Date"), State shall provide a final approved floor plan for Landlord's use to prepare design development and construction drawings for the build out of the space to State's specifications (the "Build Out Plans"). The State shall have the right to review and approve the Build Out Plans. The Build Out Plans shall be signed and sealed by an architect or designer licensed to do business by the State of Tennessee and shall have been approved by the State Fire Marshal prior to delivery of the same to Landlord.

3. Tenant Improvements must be substantially complete by _____ (the "Substantial Completion Date").

4. The following additional terms shall apply to the Tenant Improvements:

(a) Landlord will provide all utilities and services (i.e., electrical, HVAC, etc.), elevator services, and parking for the construction of the Tenant Improvements to the Premises at no cost to State.

(b) State may provide or engage its own owner's representative. This owner's representative shall be afforded complete access to the process and Premises prior to and during the construction of Tenant Improvements.

5. Landlord will not charge the State a construction management fee.

6. In the event that Landlord defaults under any of its obligations under this Agreement, and such failure constitutes a breach of this Agreement, then State shall be entitled to receive as full and agreed upon liquidated damages one day of free rent for each day of delay beyond the Delivery Date or Substantial Completion Date, as applicable, and shall have the right to terminate this Agreement and the Lease in the event the Tenant Improvements are not substantially complete within thirty (30) days after the Substantial Completion Date, so long as State has not prevented Landlord from achieving substantial completion by such date. Landlord and State agree that said liquidated damages are reasonable given all of the circumstances existing as of the date hereof, including, without limitation, the range of harm to State that is reasonably foreseeable and the anticipation that proof of State's actual damages would be costly, impractical and inconvenient. LANDLORD ACKNOWLEDGES THAT IT HAS READ THIS SECTION AND UNDERSTANDS THE SAME.

So long as such activities do not interfere with the performance and construction of the Tenant Improvements, State shall have the right to enter the Premises prior to the Substantial Completion Date or the Commencement Date (as defined in the Lease) for purposes of (i) installing telecommunications and data equipment and cabling; (ii) installing furniture and equipment; and (iii) taking such other actions as may be necessary or desirable to enable the Premises to be in a condition such that they are immediately usable by the State for the intended purpose on the Commencement Date. IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

RFP Transaction No. _____

LANDLORD:

_____,

By: _____
Name: _____
Title: _____

STATE:

THE STATE OF TENNESSEE

By: _____
Name: _____
Title: _____

EXHIBIT E
LANDLORD'S DELIVERY REQUIREMENTS

I. General

- A. This exhibit specifies base building elements that shall be provided by the Landlord at the Landlord's expense.
- B. The Base Building shall be designed to meet all applicable minimum code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- C. The Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

II. Site

- A. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Premises. Landlord shall maintain the site improvements over the term of the Lease.
- B. Landlord shall provide parking facilities in quantities as required within this RFP and shall meet all code requirements for handicap accessible parking. Such parking facilities shall be in provided and kept in good repair, with traffic marking, striping, and appropriate signage provided for way-finding and in such manner as to meet all applicable codes and ordinances.

III. Structure

- A. The building structure shall meet all applicable code requirements. Floor to floor heights will allow for a minimum finished ceiling height of 9'-0" within Tenant's space. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- B. The building foundation will satisfy minimum code requirements for allowable total and differential settlement. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.
- C. Building slabs shall comply with the following floor flatness and floor levelness standards:
 - Specified Overall Value: F(F)-35/F(L)-25
 - Minimum Local Value: F(F)-20/F(L)-15

IV. Building Skin and Roof.

- A. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight. The building skin and roof shall be sufficiently weather tight to prevent weather damage to Tenant Improvements, and to Tenant's furniture, fixtures, equipment and other property.
- B. The exterior building perimeter, roof, and foundation shall be insulated in accordance with energy code requirements.
- C. The interior face of all non-glazed exterior walls in Tenant and common spaces shall be insulated to energy code requirements and covered with gypsum wallboard. The gypsum wallboard shall be taped, blocked and finish sanded. In addition, all columns within the tenant spaces will be covered with gypsum wall board, taped, blocked and finish sanded.

V. Building Common Areas.

- A. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.

- B. Men and women's rest rooms shall be located on each floor per code requirements. Restrooms shall meet ADA requirements. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. Toilet fixtures shall be wall-hung. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Premises.
- C. Exit stairways shall be provided on each floor per code and ADA requirements. Stairways shall be complete with lighting, handrails, treads and risers, doors and hardware, emergency lights, and exit signs.
- D. Passenger and service elevators shall serve each Tenant floor not having ground level access and be in good working order. Elevators shall meet ADA requirements.
- E. Common areas will be finished per code requirements, complete with all floor, wall, and ceiling finishes, lighting, emergency lights, and exit signs.
- F. Landlord shall provide at Landlord's expense no less than two (2), 4" diameter, vertically-aligned conduit sleeves in common area mechanical spaces for Tenant's use in common with other tenants of the Building to feed voice, video, and data cable risers. Conduit sleeve shall penetrate the roof to allow Tenant to service Tenant supplied and installed roof mounted antenna systems. Conduit shall terminate in building Main Telephone Room to allow Tenant to connect to the building main telephone service.

VI. Common Walls.

- A. Base building shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. Common walls shall meet fire code requirements. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on tenant side of Common Walls and demising walls prior to Tenant finishes being installed. Common walls adjacent to or below fan rooms, toilets, retail areas, and mechanical spaces shall be constructed to ensure the following acoustical performance criteria: Sound Transmission Class (STC) greater than or equal to fifty (50). All other common walls shall be constructed to ensure an acoustical performance criteria greater than or equal to STC-40.
- B. Common walls shall include entry and exit doors from common areas per applicable codes and regulations furnished and installed by Landlord. Doors in firewalls shall meet code requirements and regulations. Doors and hardware shall be building standard or better. Doors shall be completely functional and include hinges, lever sets, closers, doorstops, and other hardware. Doors and hardware shall comply with ADA requirements. The Tenant shall approve the location of all entry and exit doors to the Tenant space, but such approval shall be according to all safety codes.

VII. Fire Protection and Life Safety Systems.

- A. The base building shall include a fully functioning, approved, automatic fire protection system installed in accordance with applicable codes and regulations. The fire protection system will be installed complete, including all mains, risers, pumps, laterals, sprinkler heads, fire extinguishers, fire extinguisher cabinets, hose cabinets and hoses, backup power system, and other devices.
- B. The fire protection system shall include all control and monitoring devices, including but not limited to, annunciator panels, alarm systems, pull stations, emergency lighting, exit signs, alarms, smoke and heat detectors, tamper-proof detection devices, and other devices.
- C. The fire protection system shall be provided with emergency power as required by local codes.
- D. Landlord shall supply and install all sprinkler heads at Landlord's expense. In locations where ceiling is not provided in Base Building condition, heads shall be installed in turned-up, "warehouse" condition, or as otherwise meets code. Modification of the sprinkler heads or of ceiling height shall be part of the Tenant Work.

VIII. Window Treatment.

The base building shall include building standard window treatments on the exterior Tenant windows.

IX. Electrical.

- A. Base building shall include electrical energy to be used in the Premises. In addition to power for building system air conditioning, building system heating, and domestic hot water. Landlord shall provide a minimum of 2 watts per square foot for lighting (277/480 volts) and 5 watts per square foot for power (120/208 volts).
- B. Landlord shall install at Landlord's expense all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each Tenant floor. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- C. Landlord at Landlord's expense shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.
- D. Landlord shall provide at Landlord's expense a lightning protection system if required by applicable codes.

X. Communications.

Landlord at Landlord's expense will bring data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

XI. Lighting.

- A. Landlord shall furnish and install lights in all common areas.
- B. Base building shall include a lighting level of at least 20 foot-candles at foot level in corridors providing ingress and egress to the Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas.
- C. Base building shall include the cost to provide electrical service to all lighting and light control devices.
- D. Landlord shall furnish and install building standard light fixtures at a ratio of 1 fixture per each 80 RSF and fully operational in Tenant space. At a minimum, fixtures shall be deep cell parabolic light fixtures or direct/indirect recessed or pendant mount fixtures.

XII. Plumbing.

- A. Landlord shall provide a minimum of two wet columns per floor with cold water, vent and sanitary tie-ins for Tenant plumbing connections.
- B. Plumbing tie-ins shall be for State's use for break room or other functions required by Tenant's program.

XIII. HVAC.

- A. Base building common areas shall include Building Standard heating, ventilation, and air conditioning systems.
- B. All HVAC for Tenant spaces shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones. The distribution shall be designed in accordance with current ASHRAE standards. All HVAC systems will be in good working order and repair.

XIV. Ceiling Grid and Tile.

Landlord shall provide building standard 2 x 2 ceiling grid and tile throughout the Tenant's space in good condition and repair and shall comply with the following requirements:

- Grid shall be 9/16"
- Ceiling tile shall be white with a smooth face, light reflectance of at least 0.83, an NRC minimum of 0.60, CAC minimum of 33, Square or beveled edge joint detail with a narrow reveal for 9/16" grid and a minimum thickness of 5/8"

XV. Building Directory.

Landlord shall provide a directory in the lobby of the building as a base building cost. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards) as a base building cost.

XVI. Keys.

Landlord shall supply Tenant sufficient keys, at a reasonable cost, to allow access to the Premises, parking areas and other common areas of the Property.

XVII. Access Control.

- A. Landlord will provide at Landlord's expense an electronically controlled card access building control system. The system will control all entry areas to the Building from elevator lobbies and the parking area. The Landlord will code each card for individual employee access. Landlord shall supply Tenant sufficient access cards, at a reasonable cost, to allow access to the Premises, parking areas (if applicable) and other common areas of the Property.
- B. Tenant may install card access to Tenant's space at suite entry locations, fire stairs with access into tenant's space and interior doors within Tenant's space compatible with the Base Building security system.

RFP Attachment 6.5.

Project Specific Requirements

Location:

Space Requirements:

Parking:

Services:

Operating Expenses: